



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3527-6

Online Tutoring Services

Proposal Due Date

April 20, 2023 3 PM (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3527-6

Online Tutoring Services

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	March 24, 2023
Questions Due	April 6, 2023
Proposals Due	April 20, 2023
Interviews (if required)	Early May
Proposed Contract Award	July 1, 2023

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GENERAL

1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD) intends to engage with a service provider that will provide synchronous, remote online tutoring services by qualified, credentialed tutors to students across all ten Maricopa Community Colleges. The service should include tutoring for a variety of subjects, including general education coursework (e.g., composition/writing, mathematics, sciences, world languages, etc.), as well as specialized areas to support career and technical education (e.g., business, computer information technology, healthcare, etc.) at both the associate and baccalaureate levels.

1.2 MCCCD DISTRICT MAKE-UP

MCCCD comprised of ten colleges, and numerous education centers dedicated to educational excellence by meeting the needs of the businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District (MCCCD or District). The MCCCD is one of the largest higher education systems in the nation. As the largest provider of health care workers and job training in Arizona, it is a major resource for business and industry and for individuals seeking education and job training. More than 200,000 students attend the Maricopa Community Colleges each year taking credit and non-credit courses. MCCCD employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

1.3 HISTORY

MCCCD ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCD educates and trains thousands of students year-round. What's more, thousands of employees from both local and relocating businesses and industries are enrolled in customized workforce training programs with the MCCCD system. MCCCD's administration, faculty and staff are committed to working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

A seven-member governing board governs MCCCD. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive officer of MCCCD is the Chancellor; and a president heads each of the colleges. MCCCD is a political subdivision of the State, and the elected governing board has the power to levy taxes. Funding comes from property taxes, student tuition, and federal, state and private grants.

1.4 CURRENT ENVIRONMENT

The Maricopa County Community College District, along with most educational entities in the State of Arizona, has been dealing with decreased funding support from the State for many years. In 2015, the State of Arizona eliminated all of the funding it was providing to help support MCCC'D's operations. In addition to the loss of all funding from the State, MCCC'D has experienced a decrease in student enrollment, which is a typical trend for all community colleges during strong economic times.

It is the philosophy of MCCC'D that this loss of funding and decreased enrollment should not be bridged by raising student tuitions or by burdening the public with increases in their taxes. The result of these funding reductions has created a need to rethink the traditional model of customer and vendor so that MCCC'D can continue to provide the best learning environment for our student population as well as practice good stewardship of the public support we receive.

It is the District's desire to move towards a model that is being utilized by many other higher learning institutions throughout the country which is to evolve the previous customer/supplier relationships associated with our contractors to that of becoming our Strategic Partners. By cultivating strategic partnerships, it will enable MCCC'D and the awarded contractor to help identify potential cost reductions, maximize efficiencies, and tap unexplored value-added opportunities to maximize resources and support to the benefit of both parties. Any potential strategic initiatives can be established during negotiations.

1.5 STRATEGIC PARTNERSHIPS

In addition to providing the services listed in this Request for Proposal, MCCC'D is continually seeking to expand its relationships with contractors who can evolve into a strategic partner. We are seeking companies that can help expand the boundaries of what has been thought of as traditional consulting contracts by infusing the program with new concepts, out-of-the box thinking, and value-added offerings that may not have existed before.

1.6 VALUE-ADDED OFFERINGS:

MCCC'D would be interested in receiving any suggestions that would bring added value to this contract. As stated in section 1.4, the previous sources of State revenue support have been cut and in order to continue to provide the quality of education our students deserve MCCC'D is open to considering new resources and ideas to help alleviate these short-falls. These proposals may be a one-time occurrence or recurring in nature, revenue producing (such as incentives or rebates) or other offerings that would bring added value to our organization. Provide details how leveraging a strategic partnership with your company can assist MCCC'D in achieving our goals. Creative solutions are encouraged and should be clearly labeled in the proposal as an attachment.

Potential value-added offerings may be proposed in general in the attachment but will not be reviewed and considered until after the competitive evaluation process has been completed. Once a susceptibility of award is determined by the evaluation team further negotiations regarding these added value offerings may occur and must be completed prior to a final contract award.

The negotiation of any of these offerings is separate from the evaluation process. Changes / additions to these offerings may be made if agreed upon in writing by both parties and included as a signed contract amendment.

MCCCD reserves the right to exclude items offered under this section from co-operative use unless also agreed upon by the awardee.

PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

The purpose of this Request for Proposal is to select a qualified company to provide online tutoring services to be used by students at all ten Maricopa Community Colleges on an on-demand basis at both the associate and baccalaureate levels. These services will complement and support college-based face-to-face and remote tutoring services designed to support teaching and learning needs.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be submitted online via the MCCC Procurement Portal. **The deadline to submit questions is: April 6, 2023, 12:00 PM (local time).**

We will not respond directly to the company asking the question. All questions received within the question period will be acknowledged even if an answer cannot be provided. Responses to the questions received by the deadline will be answered in the form of an addendum. The addendum will be posted on the MCCC Procurement Portal, and an email notification sent to all known potential respondents who have answered "Yes" to the Intent to Bid question or anyone who has downloaded documents from the portal. The addendum will be made available on/about April 11, 2023.

2.3 PROPOSAL SUBMISSION

MCCC uses a portal hosted by Bonfire for accepting and evaluating proposals. Registration for a Bonfire account will be necessary to view and respond to the RFP. It shall be the responsibility of the Proposer to confirm that proposals contain all required documents and are submitted electronically through the MCCC Procurement Portal located here:

<https://maricopa.bonfirehub.com/portal/?tab=openOpportunities>

Upon upload, proposals are automatically timestamped and will remain secure and sealed until after the submission deadline has passed. Your proposal should include all items listed in Section 4.6: Format and Submittal Requirements. Your proposal is available for you to edit or change any time up to the RFP submission deadline.

Please contact Bonfire at **Support@GoBonfire.com** for technical questions related to your submission or difficulties in accessing the RFP documents. You can also visit their help forum at:

<https://bonfirehub.zendesk.com/hc>

Your proposal must be completed and uploaded to our site no later than 3:00 P.M. (local time), April 20, 2023. Submissions after this date and time will automatically be rejected by the system. The time on the MCCC Procurement Portal shall be the official submittal time of record.

It is the proposer's responsibility to be aware of the submission deadline and allow sufficient time to complete any uploads needed to finalize your submission. Any technical or internet-related issues that may arise during your submission are not grounds to extend the deadline. It is strongly recommended you begin your submission upload process at least one (1) day prior to the deadline.

2.4 AWARD DETERMINATION

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. The District reserves the right to negotiate a contract with the selected awardee. Even after the execution of a contract document or Notice of Award, the selected vendor may not initiate contract performance or incur any contract costs until it receives a District-issued purchase order or Procurement card.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing, using the accepted file formats listed. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed forty (40) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, proposed draft revenue sharing agreement, or attachments. Please refer to Section 4.6 Format and Submittal Requirements.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

Proposals may be modified after submittal to the MCCCDC Procurement Portal by accessing your Bonfire account. Any modifications must be made and the files re-uploaded to the MCCCDC Procurement Portal by the published opening date and time. No modifications to proposals are permitted by the proposer after the published RFP opening date and time.

2.8 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their proposal by accessing their Bonfire account prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 PROPOSAL COSTS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner.

2.10 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the MCCCCD. The MCCCCD will schedule the time and location for any presentations as requested. Oral presentations will be evaluated.

2.11 AWARD WITHOUT DISCUSSION

The MCCCCD reserves the right to make an award(s) without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to award a 1-year contract, with 4 optional renewals, for a total potential contract term of five (5) years. The District may also award a contract for a term shorter as deemed necessary. The contract start date is expected to be approximately July 1, 2023 but may be subject to change dependent on transition/implementation times and/or priorities determined by the academic calendar. No billable work is to be done without a signed PO.

A written Notice of Award with a specific contract start date will be made prior to commencement of performance. MCCCCD may at its discretion exercise up to 4 one-year, auto-renewing option periods for a total contract period not to exceed five (5) years. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.13 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda notification will be e-mailed to all known potential respondents who have answered "Yes" to the Intent to Bid question on the portal or anyone who has downloaded documents from the portal. Addenda will also be posted to the proposal documents on the MCCCCD Procurement Portal located at:

<https://maricopa.bonfirehub.com/portal/?tab=openOpportunities>

2.14 NON-COLLUSION

The MCCCCD encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the MCCCCD's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the MCCCCD from obtaining the most advantageous proposal.

SCOPE OF WORK

At a minimum, proposal responses to Scope of Work should acknowledge compliance to each of the subsections below. If desired, the proposer may expand on each SOW response and include any additional information to help adequately address each item.

- 3.1 Provide on-demand, real-time interactive professional tutoring services—no appointment necessary—as requested by MCCCDC at both the associate and baccalaureate levels.
- 3.2 Provide access to a platform, as requested by MCCCDC, for faculty, students, and staff to access tutoring services and related reporting and administrative functions as appropriate.
- 3.3 Provide different levels of access, functionality, and oversight among MCCCDC users at numerous sites.
- 3.4 Provide quality assurance and customer care for services and support—maintaining a high student satisfaction rate.

3.5 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 3.6, additional goods and/or services including associated costs/prices that are not addressed in Section 7. MCCCDC retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

PROPOSAL REQUIREMENTS

At a minimum, proposal responses to specific requirements should acknowledge compliance to each of the subsections below. If desired, the proposer may expand on each requirement and include any additional information to help adequately address the requirements of each item.

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

4.1. MINIMUM REQUIREMENTS

- 4.1.1 Must be licensed by the State that the business is in, if services requested require such licensure.
- 4.1.2 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.3 Must submit written answers to the Respondent Questionnaire (Section 5). All answers must be in the order in which the questions were asked and labeled with the specific section number.
- 4.1.4 The Proposer must submit a signed Signature Page. Electronic signatures are acceptable. Failure to submit a signed proposal may result in rejection of the Proposal.
- 4.1.5 Must provide a completed Pricing Schedule (Section 7) signed by an authorized company signatory confirming its offer and acknowledging its understanding of the requirements of this Request for Proposal.
- 4.1.6 Must acknowledge your agreement to comply with items listed under the Minimum and Specific Requirements of this Request for Proposal.
- 4.1.7 Must submit your company's most recent SOC 2, Type 2 security audit report.

4.2 SPECIFIC REQUIREMENTS

4.2.1 Tutoring must be available in the following core subjects at a minimum:

- 4.2.1.1 Accounting/Finance
- 4.2.1.2 Anatomy and Physiology
- 4.2.1.3 Biology/Microbiology

- 4.2.1.4 Business
- 4.2.1.5 Biochemistry/Chemistry/Organic Chemistry
- 4.2.1.6 Computer and Information Technology (including Excel, C++, C#, Cisco, HTML/CSS, Java, Javascript, Linux, MS Access, MySQL, Python, etc.)
- 4.2.1.7 Composition/Writing
- 4.2.1.8 Economics
- 4.2.1.9 Healthcare (including Medical Terminology, Nuclear Medicine, Physical Therapy Assisting, Radiology, Respiratory Therapy, etc.)
- 4.2.1.10 Languages/Reading (e.g., ASL, ESOL, Spanish, etc.)
- 4.1.1.11 Liberal Arts/College Mathematics (topics include proportional reasoning, modeling, finance, probability, and statistics)
- 4.2.1.12 Mathematics (including Algebra, Basic Math, Calculus, Geometry, Trigonometry, etc.)
- 4.2.1.13 Nursing
- 4.2.1.14 Physics
- 4.1.1.15 Social Sciences (e.g., Behavioral Science, Education, Geography, History, Psychology, Sociology, etc.)
- 4.2.1.16 Statistics
- 4.2.2 Services must be provided by tutors that have at a minimum a Bachelor's degree (not necessarily in the subject they will be tutoring) and documented subject matter expertise in the subject area or equivalent credential for occupational areas (e.g., RN for Nursing tutors).
- 4.2.3 Tutoring services for core subjects must be provided twenty-four (24) hours per day, seven (7) days per week, 358 days or more per year.
 - 4.2.3.1 For synchronous tutoring, students must be able to check a schedule of times when tutors are available during the day/evening/night and have access to real-time online synchronous delivery.
 - 4.2.3.2 For asynchronous tutoring, the student must be able to submit a question(s) to the tutor site and expect a response and guidance within 24 hours.

- 4.2.4 Customer and technical support must be available twenty-four (24) hours per day, seven (7) days per week.
- 4.2.5 Training must be provided for the use and administration of the service for faculty, staff, and students.
- 4.2.6 The following Technical Requirements are required at a minimum:
 - 4.2.6.1 The service must provide integration for students to access tutoring from within the Canvas Learning Management System (LMS).
 - 4.2.6.2 The service must provide the ability for students to access tutoring from within an internally-developed SharePoint-based LMS (i.e., MCCC's RioLearn system).
 - 4.2.6.3 The service must provide the ability for students to access tutoring directly through industry-standard web browsers without navigating through an LMS.
 - 4.2.6.4 The service should provide capacity for chat-based (non-AI), audio-enabled, and video-enabled tutoring sessions.
 - 4.2.6.5 The service must be interactive in nature and provide for a variety of ways (e.g. whiteboard, screen sharing, etc.) to allow for a sequential display of problems and steps between the tutor and student.
 - 4.2.6.6 The service must provide a way to confirm/screen to ensure those requesting services are students enrolled in a specific Maricopa County Community College.
 - 4.2.6.7 The service must provide the ability to review individual students and their tutoring sessions using recorded sessions or other methods of session capture.
 - 4.2.6.8 The service must provide a means to integrate Maricopa college-based tutoring services into the platform (e.g. scheduling of college tutors).
 - 4.2.6.9 The service platform must be able to be customized to an institutional brand/look and feel.
 - 4.2.6.10 The service must provide a mobile application for students to access tutoring services.
 - 4.2.6.11 The service must provide reporting and real-time analytics by Maricopa Community College and aggregated for the District including at a minimum:

Section Four: PROPOSAL REQUIREMENTS

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- 4.2.6.11a Charts, graphs, and usage trend analysis (by unique student, number of visits by subject, number of visits by student, and number of hours used by day and time of day).
- 4.2.6.11b Exit survey results and any student comments and feedback.
- 4.2.6.11c Ability to add a custom survey/report to collect additional information.
- 4.2.6.12 The service must provide recall/archive of sessions by the student or for use as a review.
- 4.2.6.13 The system must provide data privacy in compliance with the Family Educational Rights and Privacy Act (FERPA).
- 4.2.6.14 Services must allow accessibility as required by the Americans Disabilities Act (ADA), Section 508 of the Rehabilitation Act of 1973, etc. for students with unique needs and learning challenges.
- 4.2.7 The vendor must have at least three years of experience providing online tutoring services at the collegiate level.
- 4.2.8 Under no circumstances should tutors simply give the student the answer or provide step-by-step instruction to the question presented. Tutors are to utilize Socratic questioning to engage the student in learning and guide the student through the process of discovery to find the solution to the question.
- 4.2.9 Papers should not be edited. Tutors should focus on higher-order skills like organization, tone, thesis, constructions, etc. rather than solely focusing on grammar, punctuation, and citation details.

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of this Request for Proposal. Failure to list such a deviation will result in the terms of the proposal being disregarded in favor of the corresponding term(s) of the RFP. Material deviations from the requirements of this RFP shall result in rejection of the proposal.

The term “material deviations” includes both deviations from the MCCCDC contract terms set forth in this RFP **and** additional contract terms that the Proposer requests the MCCCDC to consider. Be aware that the absence of a term on a subject in the RFP, particularly a general contract term and condition, does not mean that the Proposer should feel free to offer one. The MCCCDC considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and the MCCCDC. It will not accept terms – revised or additional ones - that shift those risks or provide the Proposer with additional

discretion. The Proposer in choosing the respond to this RFP must demonstrate in its Proposal that it accepts the terms upon which the MCCCCD is conducting the competition.

To submit deviations the Proposer must state in the separate listing all deviations, including any additional terms, in the following format:

- Title your listing **“REQUESTED DEVIATIONS”**.
- Cite the specific page and section number of each term and condition change request. Include the original MCCCCD RFP Term and Condition.
- Provide a legal redline version of the original RFP language to include the requested change(s). Or immediately below the original RFP Term and Condition include the specific language you want MCCCCD to consider adding or replacing.

MCCCCD will consider deviation requests, both the total number and the overall scope, in determining the most advantageous offer. Deviations may affect the possibility of an award and any requests should be considered carefully.

Deviations that a winning Proposer submits after it has been selected for award, such as through a vendor standard template contract, will not be considered. If a Proposer submits a Proposal without specific deviations, and the Proposal is accepted by MCCCCD, Proposer will be deemed bound by the terms of the RFP without exception.

4.4 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the MCCCCD. Only proposals from responsible organizations or individuals, as determined by the MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the MCCCCD reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The MCCCCD reserves the right to negotiate any and all provisions presented in the proposals.

4.6 FORMAT & SUBMITTAL REQUIREMENTS

The requested information for your RFP submittal is listed below. The documents must be submitted via the MCCC Procurement Portal before the due date here:

<https://maricopa.bonfirehub.com/portal/?tab=openOpportunities>

Document Name	File Type (PDF, Word, Excel, etc.)	# of Files Permitted	Required/Optional
Signature Page	PDF (.pdf)	One (1)	Required
Scope of Work	PDF (.pdf)	One (1)	Required
Attachment A	PDF (.pdf)	One (1)	Required
Attachment B	PDF (.pdf)	One (1)	Required
Attachment C	PDF (.pdf)	One (1)	Required
Deviations to Terms and Conditions	PDF (.pdf)	One (1)	Optional
Pricing Schedule	PDF (.pdf)	One (1)	Required
Respondent Questionnaire	PDF (.pdf)	One (1)	Required
SOC 2, Type 2 Report	PDF (.pdf)	One (1)	Required
Supplemental Information	Any	Multiple	Optional

Important Notes:

- Take note of the type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files. They will not be accessible or evaluated.
- Uploading documents may take significant time, depending on the number and size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

RESPONDENT QUESTIONNAIRE

Provide information to all sections below. Failure to provide the required information may cause the proposal to be deemed non-responsive.

Present a definitive list of services your company is capable of providing. In addition, address all the area listed below:

5.0 List of Services

Provide a definitive list of services your company is capable of providing.

Additional services related or beneficial to the stated SOW may be considered for inclusion in a final contract if it is deemed in the best interests of MCCC. You must list costs for these additional services in Section 7 – Pricing Schedule.

5.1 Functional – Tutoring Subjects/Tutors/Tutoring Practice

- 5.1.1 List tutoring subjects, including their hours, days of the week availability levels, as well as which require advanced scheduling (as opposed to synchronous, on-demand engagement). Ensure that all subjects identified in 4.2 are addressed.
- 5.1.2 Describe hiring qualifications for tutors, including required credentials/experience and how qualifications/subject matter expertise is verified. List the percentage of tutors with Doctorates, Master's, and Bachelor's degrees and describe how access to tutors with specific credentials can limited/controlled per institution as needed.
- 5.1.3 Describe your recruitment, hiring, and retention process for tutors.
- 5.1.4 Describe professional development and/or ongoing training and support for tutors, both required and optional. Address subject, technological, support/customer service, and pedagogical training.
- 5.1.5 Describe how tutors identify assignment expectations to inform feedback, especially related to writing tutoring/support.
- 5.1.6 Describe how tutors use formative assessment and analyze data to customize tutoring sessions and personalize support.
- 5.1.7 Describe how tutors determine and manage the appropriate level of support and guidance to students through the tutoring process. Specifically address how the tutor determines whether or not the content is part of a test, quiz, or homework assignment so that tutors will not work those exact problems with students.
- 5.1.8 Describe how tutors build rapport and effectively engage students. Specifically, address how the program provides a welcoming, comfortable, respectful, and non-threatening learning environment for all students regardless of social identity (such as race, gender, ability, etc.).

- 5.1.9 Describe how tutors onboard students onto session format, technology, and expectations.
- 5.1.10 Outline your writing tutoring services and describe the approach employed for reviewing papers in all subject areas.
- 5.1.11 Describe how the service engages with the faculty and college-based tutoring services to understand and communicate nuances of curriculum, instructional, and institutional practice to tutors.
- 5.1.12 Describe how the service engages faculty and college-based tutoring services to provide alerts/updates about students related to success, retention, etc.
- 5.1.13 Describe how students can support satisfaction with the tutor/tutoring services at the end of every session.
- 5.1.14 Describe how the service supports students with unique needs and learning challenges.
- 5.1.15 Describe how your platform can be adapted/redesigned to meet the needs of individual institutions.
- 5.1.16 Describe options for students to receive tutoring services in different languages (e.g. mathematics tutoring from a Spanish-speaking tutor).
- 5.1.17 Describe how the tutoring service will respond to or address possible plagiarism and how students may avoid it (i.e., understanding of academic integrity, honest representation of their own original work, etc.). Address how the service may identify if students are using or misusing resources (e.g., writing services, CHAT GPT, etc.).

5.2 Functional - Service Availability

- 5.2.1 Detail how students access synchronous and asynchronous tutoring for core services available twenty-four (24) hours per day, seven (7) days per week, 358 days or more per year. Each proposal should identify:
 - 5.2.1.a Options for private and group sessions
 - 5.2.1.b How students waiting for a synchronous session are informed of any waiting period.
 - 5.2.1.c How the system limits synchronous sessions to a predetermined time limit if there is a waiting list during high peak hours.
 - 5.2.1.d Response times for any asynchronous services.
 - 5.2.1.e Describe how tutors are alerted that there is a student waiting (1) if there is no line and (2) if they are in a session with a student and a new student comes into the 'waiting line'.
- 5.2.2 Detail service availability hours and any services (e.g. beyond core services) not available twenty-four (24) hours per day, seven (7) days per week, 358 days per year or more.

- 5.2.3 Detail services available specifically during Winter Intersession, between 12/15 and 1/20, and any gaps in service during that time.
- 5.2.4 Describe virtual training available, both for end users (students) and staff/administrators.
- 5.2.5 Describe any ancillary resources available to students besides tutoring sessions and associated costs.
- 5.2.6 Describe how a ceiling of access can be controlled per student or institution as needed. Also, indicate if it is possible to set an auto warning when a student approaches his/her limit.
- 5.2.7 Describe options for purchasing additional blocks of tutoring hours, possible usage tiers and discounted rates, and options to roll unused, pre-paid hours into the subsequent contract year.
- 5.2.8 Describe any ability to access the system for demonstration purposes, instructor access, etc.
- 5.2.9 Describe steps, including screenshots if appropriate, for students to receive tutoring in a specific subject. Address prescheduled and on-demand sessions.
- 5.2.10 Detail ability to limit access by the number of hours, by student, by subject, by college, and other administrative options/functions.
- 5.2.11 Describe an ability to add-on or customize services.

5.3 Functional - Tutoring Sessions/Reporting/Compliance

- 5.3.1 Describe/identify ways for students wanting to share/upload their work, including supported file formats). Address any file storage related to these shared resources.
- 5.3.2 Describe the tools to support multimedia tutoring sessions (e.g., screen sharing, audio, video, chat, etc., as well as a mobile-friendly whiteboard with the ability to do chemistry designs, math text, copy/paste or snap/drop, and graphing calculator/code editor), including screenshots if appropriate. Identify any required applications, software, or browser extensions needed by students for multimedia sessions.
- 5.3.3 Describe steps, including screenshots if appropriate, for a tutor to record comments regarding a tutoring session and how these are shared with/accessible by college faculty or personnel.
- 5.3.4 Describe steps, including screenshots if appropriate, for a college tutoring director with appropriate access to review a specific student's tutoring session. Identify what session information would be available and how long these reviews are available in the case of disputes.
- 5.3.5 List default reports that are available to administrative users. Address any dashboard and recent trend view capabilities.

- 5.3.6 Describe formats available for data extracts, reporting, etc.
- 5.3.7 Describe steps, including screenshots if appropriate, for developing a custom report.
- 5.3.8 Describe how your system meets the federal requirements of the Family Educational Rights and Privacy Act (FERPA).
- 5.3.9 Describe the system's alignment with accessibility guidelines, WCAG 2.0, and the level (A, AA, AAA) of compliance provided. Provide a copy of the Voluntary Product Accessibility Template (VPAT) and a list of accessibility features (e.g., closed captioning, compatibility with Kurzweil or other screenreaders, etc.).
- 5.3.10 Describe how the service confirms/screens to ensure those requesting services are students enrolled in the institution.
- 5.3.11 Describe how students monitor their own usage of tutoring services and access information from tutoring sessions for their own study purposes (e.g., is there a student dashboard, recordings, and/or materials they can access from sessions?). Address how long these archives are available.
- 5.3.12 Describe how tutors can disseminate any work they have done on the whiteboard app or other tools with the student during or directly after the tutoring session.

5.4 Functional - Platforms/Integrations

- 5.4.1 Describe the functionality when the product is integrated into the Canvas Learning Management System. Address activation options for faculty in their classes.
- 5.4.2 Describe any differences in functionality when integrated into an internally-developed SharePoint-based Learning Management System ((i.e., MCCC's RioLearn system).
- 5.4.3 Describe any differences in functionality when access is via a simple web page.
- 5.4.4 Describe any differences in functionality when access is via a mobile device and mobile application.
- 5.4.5 Describe/identify the supported industry-standard web browsers and any needed plugins and/or extensions.
- 5.4.6 Describe any integrations available for student success early alert systems.
- 5.4.7 Describe how the service provides a means to integrate college-based tutoring services and tutors into the tutor scheduling platform and directs students to college-based tutors as the primary service when requested by the institution.
- 5.4.8 Describe how the platform can be customized to an institutional brand/look and feel.
- 5.4.9 Describe how students and other users can support satisfaction with the tutoring platform.

5.5 Technical

- 5.5.1 Describe the ability to integrate with MCCC-operated authentication systems, using mechanisms such as LDAPS, CAS, ASFS, etc.
- 5.5.2 Describe the expected institutional personnel resource (hours) and skills required to maintain any technical aspect of the system (such as authentication) after it is implemented.
- 5.5.3 Describe the service options available and the recommended service level agreement regarding system availability. Include redundancy plans and any customer reimbursement strategy for failure to deliver to the agreement.
- 5.5.4 Describe the available service options and the recommended service level agreement regarding system capacity (response times) when interacting with the system and during a tutoring session. Include any customer reimbursement strategy for failure to deliver to the agreement.
- 5.5.5 Describe the escalation process the Maricopa would use in the case of a tutoring system outage or connectivity failure.
- 5.5.6 Describe any automated alerts and/or notifications of system outages or in-availability to render services that will be provided to Maricopa.
- 5.5.7 Describe any availability and capacity reporting provided or available to Maricopa following a major incident – such as a two-hour system outage or unavailability.
- 5.5.8 Describe any availability and capacity reporting provided or available to Maricopa on a regular interval – such as monthly or quarterly.
- 5.5.9 Describe/identify client operating systems supported (including mobile) and any required client software. Address the matter of responsive design provided for a variety of devices.
- 5.5.10 Describe the administrative technique(s) used to establish a Canvas LMS integration.
- 5.5.11 Describe the administrative technique(s) used for a SharePoint-based LMS integration.
- 5.5.12 Describe the administrative technique(s) used for a simple web page integration.
- 5.5.13 Describe/identify all student-specific data, including any personally identifiable information (PII) maintained within the system. Address how data is stored, secured, and can be accessed by authorized users at MCCC.
- 5.5.14 Describe your customer service representatives (CSR) and technical/functional support services including normal operating hours and asynchronous resources for students and other users. Does the college staff have a dedicated support person or contact? Are your CSR and technical support teams in-house or handled via a third-party provider? Address your customer service philosophy and response time.
- 5.5.15 What is your average implementation time for new clients? Provide a sample timeline for MCCC implementation.
- 5.5.16 What is your capacity for flexibility in configuration changes?

- 5.5.17 Describe your platform upgrade/updates process including any associated costs and disruptions to service

5.6 Organizational

- 5.6.1 List your Corporate Structure (legal entity), State of registration or incorporation, and operating history (years in business, growth rate, etc.).
- 5.6.2 Has this platform been used at similar size organizations? Has it been used at similarly structured institutions of higher education?
- 5.6.3 Why should MCCCCD choose your product and your company? Please provide a concise narrative as to why your product and your company are best able to serve MCCCCD. Include any key items about your company and unique product features that distinguish it from others.
- 5.6.4 Please describe the levels and the recommended support options for MCCCCD. Address the approach to client support including implementation and account management philosophy and processes.
- 5.6.5 Provide your product road map. Furnish any case studies and third-party research that helps us understand your business model for tutoring services and support. Include other solutions your company currently provides.
- 5.6.6 Describe if your tutors or services hold any certifications.
- 5.6.7 Provide your litigation history for the past five (5) years, in which your company (or any officer, director, employee, agent or other representatives thereof, in his or her official capacity) was a party or otherwise involved (including, but not limited to any lawsuit that involved claims of failure to provide, invasion of privacy, or any other allegation or claim asserting civil liability on the part of your company).

5.7 MCCCCD/Provider Relationship

- 5.7.1 Describe the typical relationship and personnel involved between your organization and an institution such as MCCCCD. Who are the key contacts at your company, and their roles? (e.g. Account Representative, Technical Support Representative, etc.).
- 5.7.2 What is the hierarchy or organizational structure of the personnel MCCCCD would interact with?
- 5.7.3 Describe how the MCCCCD relationship would be handled as a large client compared to a client of a smaller size.
- 5.7.4 What kinds of events and user communities are available and/or supported by the provider to learn from other users and clients?

Section Five: RESPONDENT QUESTION

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- 5.7.5 Provide a detailed description of the training required for administrators to use the tool. Describe training methodologies offered, including options for on-site training, web-based training, participation at regional training seminars, refresher training, compliance training, etc.
 - 5.7.6 Describe the options and levels of support, warranty coverage, and maintenance agreements available for the proposed system.
 - 5.7.7 Describe how your organization seeks feedback from the institution to improve services and service delivery. Address how users can request and how features are added or updated.
 - 5.7.8 Provide the names, addresses, and telephone numbers of your three (3) largest higher education clients to whom you have provided similar services during the past three years.
- 5.8 Provide any other examples, justification, experiences, that would further demonstrate your ability to provide the services requested in this RFP?**

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

- 6.1 General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices
 - F. Qualifications of personnel
 - G. Experience and past performance

- 6.2 Specific areas that will be evaluated and scored except as described in STEP THREE below:
 - A. Past experience in providing comparable services to other clients.
 - B. Responses to Minimum and Specific Requirements.
 - C. Respondent Questionnaire responses.
 - D. Pricing.

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2 and 3 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will be evaluated with a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. The evaluation committee may continue to evaluate proposals after the initial scoring of them by any means that it deems reasonable. If the evaluation committee schedules oral presentations, the presentations may or may not be scored and that scoring may, but is not required to be added to the previous scoring of the proposals. The evaluation committee reserves the right to use additional advisory committees or subject matter experts at any time during this RFP to assist with the evaluation.

PRICING SCHEDULE

The undersigned has read and understands all conditions and terms of RFP 3527-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

7.1 Pricing Options

7.1.1 Hourly

Base Hourly Rate for Tutoring Services: \$ _____ HR

7.2 Other Costs (One-time or recurring fees, not included in the hourly fees above)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

7.3 Discounts

7.3.1 Discount Tiers (if offered). List the number of hours necessary before new/discount pricing takes effect.:

of Hours _____ \$ _____ HR

of Hours _____ \$ _____ HR

of Hours _____ \$ _____ HR

of Hours _____ \$ _____ HR

7.3.2 Prompt Payment Discount (if offered): _____

7.3.2 Other discounts available:

_____ \$ _____

_____ \$ _____

Section Seven: PRICING SCHEDULE

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\$ _____

\$ _____

7.4 Additional Services

Other optional services & fees, if any, not specifically requested in the RFP:

Description: _____ \$ _____ per _____

Description: _____ \$ _____ per _____

Description: _____ \$ _____ per _____

Description: _____ \$ _____ per _____

Description: _____ \$ _____ per _____

Costs/Fees listed shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

Billing to MCCCCD should be in a manner in which all locations and their associated costs can be identified for our accounting processes.

Any contractor that MCCCCD is doing business with must agree to e-billing.

Please confirm that the authorized agent preparing this Proposal has read, understands, and will ensure his/her firm's compliance with the provisions of this section:

Authorized Agent's Name and Initials: _____

You may submit a more detailed pricing schedule (using the same formatting) in lieu of the above as an attachment to this page, but the pricing schedule must be completed, initialed and included with your proposal.

SPECIAL TERMS AND CONDITIONS

****Any deviations to the Special Terms and Conditions MAY be considered in this proposal****

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

8.1 INSURANCE REQUIREMENTS

Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A - VII or better. At the signing of this Agreement, Contractor shall furnish the MCCCCD with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Certificate of Insurance shall be sent to:

Academic and Student Services
2411 W 14th Street
Tempe, AZ 85281
480-731-8000

The insurance policies, except Worker's Compensation, must be endorsed as require by this written agreement to name MCCCCD and its agents, officers, officials, employees, and volunteers as additional insureds or its equivalent:

The Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the contractor.

Contractor and, if applicable, any subcontractors will notify the MCCCCD Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractors insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Agreement is subcontracted, these insurance requirements also apply to all subcontractors.

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The contracting College or District Office, in consultation with MCCCDC Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action between the College or District Office and MCCCDC Risk Management will not require a formal Contract amendment but may be made by administrative action.

In the event any professional liability insurance required by this Contract is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed. Contractor's work or services and must be evidenced by annual certificates of insurance. Contractor shall notify the MCCCDC Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCDC shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Property	\$50,000
• Each Occurrence	\$1,000,000

If applicable, **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's and, if applicable, the sub-contractor's owned, hired, and non-owned vehicles.

Worker's Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If applicable, **Professional Liability** insurance covering acts, errors, mistakes, omissions rising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than:

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

Network Security and Privacy Liability coverage in an amount not less than \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to

unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$5,000,000 and payable whether incurred by MCCCCD or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for MCCCCD or on behalf of MCCCCD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement. MCCCCD shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

Please also refer to Attachment C, Data Confidentiality and Security Addendum, incorporated herein by reference.

8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

PLEASE ALSO REFER TO ATTACHMENT C, DATA CONFIDENTIALITY AND SECURITY ADDENDUM, INCORPORATED HEREIN BY REFERENCE.

8.3 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING

- 8.3.1 As a political subdivision of the State of Arizona, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCCD must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:
- A. Archive records according to variable time periods/life cycles;
 - B. Search and retrieve records based upon content;
 - C. Place a litigation hold on records to ensure that they are not deleted;
 - D. Grant direct access to MCCCCD for its own search and production of records;
 - E. Preserve meta data;
 - F. Produce electronic records in their native format; and
 - G. Comply with the Americans with Disabilities Act.
- 8.3.2 MCCCCD owns all of the records and data of which Contractor has custody on MCCCCD's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the

express written approval of an authorized MCCCC representative. Contractor will work with MCCCC to transfer all of MCCCC's records and data to MCCCC on the termination or expiration of this Contract.

- 8.3.3 Contractor agrees to provide MCCCC access to records and Confidential Information that Contractor holds or uses on behalf of MCCCC upon written request of MCCCC with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCC and will maintain a record of those changes.
- 8.3.4 Contractor agrees to maintain, and provide to MCCCC if requested, a record of when and to whom Confidential Information is disclosed.
- 8.3.5 MCCCC agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.
- 8.3.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

8.4 MCCCC EXTERNAL ENTITY SECURITY AND HOSTING PRACTICES AND STANDARDS

PLEASE REFER TO ATTACHMENT C, DATA CONFIDENTIALITY AND SECURITY ADDENDUM, INCORPORATED HEREIN BY REFERENCE

I. Data Management/Protection

Deletion of Environments: Upon termination of services or at MCCCC's request, External Entity will delete the Environments located on External Entity computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on External Entity preventing it from deleting all or part of the Environments. Unless otherwise specified in writing, External Entity will archive Environments on tape for six months following termination of the services. MCCCC shall be entitled to request a recovery of such backed-up Environments within the six months following termination.

Disclosure of Data: External Entity will not disclose data located on External Entity systems, including text and images, except in accordance with MCCCC's contract, MCCCC's instructions, or to the extent required by law. External Entity will use diligent efforts to inform MCCCC, to the extent permitted by law, of any request for such disclosure before disclosure is made.

Crisis Management and Escalation Management: External Entity policy will provide a detailed plan to address an identified infection or high-risk security breach (high-risk event). Such policy will include the detailed activities that address escalation of the resolution of the high risk event, up to an executive level crisis management.

II. Access Control

Account Provisioning and Passwords: External Entity must maintain the following standards for

provisioning access to and creating passwords for the Environments that are in the control of External Entity:

- Access is provisioned on a need-to-know basis.
- Passwords conform to the strong password guidelines that include complexity, expiration, duplicity and length. Passwords will not be written down or stored online unencrypted.
- Passwords are treated as External Entity confidential information.
- At MCCC'D's request, External Entity will agree with MCCC'D on a schedule for periodic password changes.
- User IDs and passwords to MCCC'D's systems are not communicated to any other person without MCCC'D's prior authorization.

General Access: In the event of employee terminations, deaths or resignations, External Entity will take immediate actions to terminate network, telephony and physical access for such former employees. External Entity security will periodically review accounts of terminated employees to verify that access has been terminated and that stale

III. Additional External Entity Practices

Computer Virus Controls: External Entity must maintain the following computer virus controls for computers issued to External Entity employees:

- External Entity maintains a mechanism within the External Entity network that scans all email sent both to and from any External Entity recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- External Entity requires all External Entity employee laptops or other devices that can access MCCC'D's network to be loaded with virus protection software. External Entity maintains mechanisms to ensure that virus definitions are regularly updated, and that updated definitions are published and communicated to employees and other device users. These mechanisms also give employees and other device users the ability to automatically download new definitions and update virus protection software. From time to time, External Entity security will conduct compliance reviews to ensure employees and other device users have the virus software installed and up-to-date virus definitions on all desktops and laptops.

Information Security Managers: External Entity should have ISMs, who function as advocates within External Entity and carry the accountability to:

1. Ensure information security awareness to External Entity employees and management, and
2. Work collectively with that group to help implement and comply with External Entity's corporate security practices, policies and initiatives.

IV. Human Resources Security

Personnel: All External Entity employees, independent contractors, and temporary employees must be required to abide by the External Entity code of ethics and by MCCC'D rules, when visiting MCCC'D sites. External Entity must place strong emphasis on reducing risks of human error, theft, fraud, and misuse of facilities. External Entity's efforts should include screening personnel, making personnel aware of security policies, and training employees to implement security policies. For example, employees are expected to have a clear understanding of password policies and policies concerning the handling of confidential information (in any form or shape).

Employee Security Requirements

External Entity employees must be required to take various measures to protect the security of the Environments. Employee obligations include written confidentiality agreements and compliance with company policies concerning protection of confidential information (e.g., External Entity code of conduct, acceptable use and information protection policies). Employees also are required to take the following measures to protect MCCC'D's data:

- o Store materials containing data securely and share those materials internally only for the purposes of providing the services.
- o Dispose of paper copies of confidential materials and materials containing data in shredding bins designated for confidential information, and not in non-secure recycling bins or trashcans.

Subcontractors

- External Entity will obtain a written confidentiality agreement from each subcontractor before the subcontractor provides services. In addition, subcontractors that require access to MCCC'D's Environments are required to sign a services provider agreement and a network access agreement. Included in the services provider agreement are the External Entity standards, which require the subcontractor to implement physical, technical and administrative safeguards consistent with External Entity's obligations under MCCC'D's order and this document.
- External Entity is responsible for assuring that its subcontractors access, use, and protect the security of the Environments in a manner consistent with the terms of MCCC'D's order and this document.

Employee Training

- All External Entity employees are required to complete information protection awareness training upon hiring and at least every two years thereafter. The course instructs employees on their obligations under the various central External Entity privacy and security policies. The course also trains employees on data privacy principles as well as data handling practices that may apply to their jobs at External Entity and are required by company policy, including those related to notice, consent, use, access, integrity, sharing, retention, security and disposal of data.
- External Entity performs periodic compliance reviews to determine if employees have completed the online data privacy awareness-training course. If External Entity determines that an employee has not completed this training, the employee will be promptly notified and instructed to complete such training as soon as practicable, and may be subject to disciplinary action.
- External Entity promotes awareness of, and educates employees about, issues relating to security. External Entity prepares and distributes to its employees notices and other written material on security.

Enforcement

- External Entity must conduct security reviews, assessments, and audits periodically to confirm compliance with External Entity information security policies, procedures and practices. Employees who fail to comply with information security policies, procedures and practices may be subject to disciplinary action, up to and including termination.
- MCCC'D will be entitled to audit External Entity's Security Policies every year, once per year.

V. Additional External Entity Practices

Computer Virus Controls: External Entity must maintain the following computer virus controls for computers issued to External Entity employees:

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- External Entity maintains a mechanism within the External Entity network that scans all email sent both to and from any External Entity recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- External Entity requires all External Entity employee laptops and other devices used to connect to the MCCCCD network to be loaded with virus protection software. External Entity maintains mechanisms to ensure that virus definitions are regularly updated on all devices, and that updated definitions are published and distributed to employee devices. From time to time, External Entity Global Information Security will conduct compliance reviews to ensure employees have the virus software installed and up-to-date virus definitions on all desktops and laptops.

GENERAL TERMS AND CONDITIONS

****Any deviations to the General Terms and Conditions will NOT be considered in this proposal****

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

9.1 PARTIES TO AGREEMENT

The Contract shall be between the MCCCCD and the successful Proposer ("Contractor").

9.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCCCD shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCCD will pay as part of the Contract price any transaction privilege or use tax assessed on Contractor's provision of the services or materials under the Contract.

9.3 FORCE MAJEURE

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the time equal to the Force Majeure.

9.4 CONTRACT ASSIGNMENT

Contractor may not, in part or in whole, subcontract (except as otherwise specified in Contractor's proposal to the RFP), delegate or assign this Contract without the prior written permission of a representative of MCCCCD authorized to sign contracts.

9.5 NO WAIVER

MCCCD's failure to notify the Contractor or to object to the Contractor's non-compliance with the terms of the Contract shall not be deemed a waiver of MCCCD's right to demand compliance with the Contract or to terminate the Contract for breach for the Contractor's subsequent non-compliance with any term of the Contract, or its repeated failure to perform according to the Contract.

9.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCD, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCCD requests it in writing.

9.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCD reserves the right to exercise those options without prior written notice and by the issuance of a purchase order or Procurement card to the Contractor. If the Contractor does not wish to renew the Contract, it must submit a written notice of its desire to cancel, which must be received by MCCCD's Purchasing Department no later than ninety (90) days prior to the end of the current term.

Notwithstanding that the Contractor has sent a notice of intent not to renew, MCCCD reserves the right to unilaterally extend the Contract for a period of sixty (60) days beyond the final option term of the contract should it be determined it is in the best interests of MCCCD to do so.

9.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCD and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

Section Nine: GENERAL TERMS AND CONDITIONS

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1. MCCCDCD acknowledges that certain information about MCCCDCD's students is contained in records it maintains and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 USC 1232g) and related Institution policies unless valid consent is obtained from MCCCDCD's students or their legal guardians, where applicable. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The MCCCDCD shall advise Contractor whenever any MCCCDCD's students have requested a privacy block, prohibiting release of FERPA protected information.
2. Contractor agrees that it may create, receive from or on behalf of MCCCDCD, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g (collectively, the "FERPA Records"). Contractor represents, warrants, and agrees that it will:
 - a. hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as
 - i. permitted or required by this Agreement,
 - ii. required by law, or
 - iii. otherwise authorized by Institution in writing;
 - b. safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and
 - c. continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.
3. At the request of MCCCDCD, Contractor agrees to provide MCCCDCD with a written summary of the procedures Contractor uses to safeguard the FERPA Records.
4. For purposes of this Agreement, both Parties shall designate each other as a school official with a legitimate educational interest in the educational records of participating students to the extent that access to School's records is required to carry out the terms of this Agreement.

9.9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCCDCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Contract, or from the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

9.10 PERMITS

The Contractor shall be responsible for filing for, obtaining and paying for all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws.

9.11 PROVISION OF SUPPLIES, MATERIALS AND LABOR

The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services or materials it supplies under this Contract, or in subsequent extensions or amendments.

9.12 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCDC may cancel a contract without recourse for any conflict of interest described in that law.

See: <http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS>

9.13 SAFEKEEPING OF RECORDS

Contractor shall keep in a safe place all financial and performance records and statements pertaining to this Contract for a period of three (3) years from the close of each term of the Contract.

9.14 AUDITS

Contractor shall make available during normal business hours and with advance notice from MCCCDC all records pertaining to the Contract for purposes of audit by MCCCDC staff or other public agencies having jurisdiction over or audit rights involving the expenditure of MCCCDC funds.

9.15 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

Costs or expenses of the Contractor relating to its performance of this Contract that are not included in the Contract price or are not authorized by the Contract are the sole responsibility of the Contractor and not of or reimbursable by MCCCDC. If the Contract specifies that MCCCDC will reimburse the Contractor a specific cost, Contractor may not charge MCCCDC that cost without MCCCDC approving a prior estimate of it. Additionally, MCCCDC reimburses travel and related expenses only at the rate that it reimburses its employees.

9.16 NON-DISCRIMINATION

Section Nine: GENERAL TERMS AND CONDITIONS

Rev 032218

Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. MCCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

1. Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, color, and national origin (Title VI) and race, religion, color, or national origin, and gender (Title VII); and further agrees to abide by Executive Order No. 11246, as amended; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.
2. Contractor agrees that while interacting with Maricopa County Community College District employees and students, it will comply with Title IX of the Education Amendments of 1972 (20 USC 1681), which prohibits discrimination on the basis of sex in any federally funded education program or activity. Contractor must include this provision in every subcontract or purchase order relating to purchases by MCCCCD to insure that the subcontractors and vendors are bound by this provision.
3. Contractor additionally agrees that it will cooperate with any investigation by MCCCCD of a claimed violation of the above, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that its contract may be terminated without further recourse in the event of a finding of a violation by Contractor or its employees, subcontractors and related parties.

9.17 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the e-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

9.18 CONTRACT TERMINATION

MCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

9.19 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCD provides the Contractor with a 10-day written notice, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in MCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCD may extend the time for curing the default by providing the Contractor with written notice of the extension before the end of the 10-day period. MCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

9.20 INTERPRETATION

The parties intend this Contract to express their complete and final agreement.

9.21 RISK

The Contractor assumes all risks due to any unfavorable conditions within its indirect or direct control except Force Majeure. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known before entering submitting its proposal on which this Contract is based, under a scope of work issued under this Contract, or, if applicable, at the time of individual purchases under this Contract..

9.22 WORK TO BE PERFORMED BY OTHERS

MCCCD reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

9.23 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCD may purchase services or materials, as applicable, off of this Contract unless Contractor explicitly specified in its proposal that it did not want to make the Contract available other than to MCCCD. This provision applies only to contracts that are for the provision of services or supplies on an “as-needed” basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

9.24 PAYMENT

MCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order or Procurement card, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor’s failure to perform the Contractor’s work according to the Contract, including for lack of timeliness or failure to provide deliverables. CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER OR PROCUREMENT CARD FROM THE MCCCD PURCHASING DEPARTMENT.

9.25 BILLING

If MCCCD permits the Contractor to receive progress payments, Contractor may only invoice in increments of 30 days or more. The monthly billings should be submitted to the “BILL TO” address or “E MAIL” address shown on the purchase order.

9.26 ADVERTISING AND PROMOTION

The name or logos of the MCCCD or those of any of the colleges, skill centers, or programs under MCCCD’s jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCD’s “Use of MCCCD Marks” regulation at:

http://www.maricopa.edu/publicstewardship/governance/adminregs/auxiliary/4_19.php

9.27 UNAVAILABILITY OF FUNDS

MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the specific program that is the subject of this Contract. MCCCD shall give Contractor prompt written notice after it knows that funding will not be available.

9.28 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to waive MCCCD's sovereign immunity under the laws of the State of Arizona.

9.29 APPLICABLE LAW

The laws of the State of Arizona apply to every aspect of this Contract.

9.30 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCD under this Contract, MCCCD shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to MCCCD.

9.31 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

To the extent that the work under the Contract requires the Contractor to make findings, conclusions or recommendations to MCCCD, the Contractor shall retain during performance and provide to MCCCD detailed analyses relating to each of its findings, conclusions or recommendations, whether or not the analyses support or are inconsistent with the findings, conclusions or recommendations,. Unless specified in the subsequent Parts of this RFP, Contractor shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. MCCCD reserves the right to withhold or deduct payments otherwise due to Contractor if it fails to provide the detailed analyses. In some instances, Contractor may be directed to prepare its findings, conclusions and recommendations under the direction of the Office of the General Counsel. In those instances, Contractor will submit its findings, conclusions and recommendations in a manner that maximizes the extent to which attorney-client privilege and work product protections apply to such deliverables.

9.32 NOTICES

Notices to MCCCDC under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCDC is required by the deliverer to acknowledge receipt to: Purchasing Manager, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

9.33 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCDC representatives who may authorize revisions to the Contract are employees at MCCCDC's District Office who are authorized to sign contracts. Revisions include deletions of or additions to the work, alterations of performance time, or changes in pricing. Any revision must be reflected in a written amendment to the Contract that is signed by a representative of MCCCDC authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCDC employee, must provide the authorized MCCCDC representative with documentation to support the requested change. It is the Contractor's responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, excluding those for which Proposers are required to provide future year pricing in their Proposals, MCCCDC may review a fully documented request for a price increase only after the Contract has been in effect for one (1) full year. Unless the Contractor's scope of work has increased at MCCCDC's authorization, a price increase adjustment will only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase must be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the particular product or service. MCCCDC will determine whether the requested price increase or an alternate option is in its best interest.

9.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCDC holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCDC employee or officer from participating in any way in any MCCCDC decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCDC decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCDC employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCDC. MCCCDC also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCDC business (whether or not paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer

anything of value so long as it does business with MCCCDC, to an MCCCDC employee or officer responsible for MCCCDC decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

9.35 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCDC from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

SIGNATURE PAGE

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

E-MAIL _____

Is your firm a:

() Corporation* () Partnership () Individual () Joint Venture

- If a corporation, answer the following:
 - a) Where incorporated: _____
 - b) Date _____
 - c) Have your Articles ever been suspended or revoked? () Yes () No

If yes, when, for what reason, and when were they reinstated:

- Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?
If yes, when, for what reason, and when were they reinstated:

By signing this agreement your firm also agrees to the following:

Compliance with Anti-Boycott of Israel Requirements: To the extent applicable, Contractor warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. § 35-393.01.

Forced Labor of Ethnic Uyghurs in the People's Republic of China: To the extent applicable, Contractor warrants it is not engaged in the acquisition, sale or transfer of goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China as defined by A.R.S. § 35-394

ATTACHMENT A

BIDDER'S STATEMENT

Interested Bidders are asked to review and provide, as completely and accurately as possible, a written response on each applicable section below:

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

The Bidder represents that it operates as:

A CORPORATION incorporated under the laws of

the State of _____

An INDIVIDUAL

A PARTNERSHIP

A NON-PROFIT ORGANIZATION

A JOINT VENTURE

Federal Employer Identification Number: _____

PARENT COMPANY and IDENTIFYING DATA

A "parent" company, for the purposes of this provision, is one that owns or controls the activities and basic business policies of the Bidder. To own the Bidding company means that the "parent" company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a "parent" even though not meeting the requirements for such ownership if the "parent" company is able to formulate, determine or veto basic policy decisions of the Bidder through the use of dominant minority voting rights, use of proxy voting or otherwise.

The Bidder:

IS IS NOT owned or controlled by a "parent" company.

If the Bidder IS owned or controlled by a "parent" company, Bidder shall provide the name, address, phone and fax numbers, and Federal I.D. No. of the company.

ATTACHMENT A
BIDDER'S STATEMENT (continued)
BIDDER REFERENCES
Private Business Contracts

MCCCD requires a minimum of three (3) current and local references for which you are providing same or similar products and services specified herein. Please indicate below the businesses for which you have provided such during the past two (2) years:

- 1 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 2 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 3 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

ATTACHMENT A
BIDDER REFERENCES (continued)
Federal, State or Other Political Subdivision Contracts

MCCCD is also interested in speaking with public agencies or educational institutions for whom you have provided such products and services covered herein:

- 1 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 2 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 3 Company Name: _____
 Address: _____
 Phone #: _____ Email: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

ATTACHMENT A
BIDDER'S STATEMENT (continued)
ADDITIONAL BUSINESS INFORMATION
Standard Business Hours

- 1 Days of week available for services: _____
- 2 Business hours of operation: _____
- 3 On-call/Emergency service hours: _____
- Phone Number(s): _____
- Web Address: _____
- Email: _____

General Information

- 4 Business License Number: _____
- 5 Number of years in business under current name: _____
- 6 Number of offices in the State of Arizona: _____
- 7 Business Classification (check applicable category)
- Minority Owned Business (MBE) _____
- Woman Owned Business (WBE) _____

Does your firm hold this certification from any other agencies or companies?

No: ___ Yes: ___ With Whom? _____

- 8 Name and address of office assigned to handle the MCCCCD account:

- 9 Account Manager Information:
 - Name: _____
 - Office Phone: _____
 - Cell: _____
 - Email: _____

10	Contractor's License Number(s):	TYPE	NUMBER
		_____	_____
		_____	_____

- 11 Do you ever sub-contract any of your services? NO _____
 YES _____
 If YES, which services: _____

ATTACH ADDITIONAL SHEETS IF NECESSARY TO FURTHER DESCRIBE THE EXPERIENCE AND QUALIFICATIONS OF YOUR FIRM FOR PROVIDING THE PRODUCTS/SERVICES UNDER THE CONTRACT

Attachment B

Privacy and Security Questionnaire for Screening

1. Outside party name (vendor/contractor/company): _____

2. Will the product, service, or solution of the outside party (non-MCCCD) involve the processing, review, maintenance, retention, or use of MCCCD **Confidential Information** by that or any other outside party? yes no

Confidential Information refers to any non-publicly available data or information in all forms collected, stored, or maintained that encompasses information that is personal to or uniquely identifies students, employees, agents, or other MCCCD constituents, including but not limited to information that is protected by law or regulation.

Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCD employees and students, protected health information, and other personally identifiable information.

Applicable laws related to confidential information include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm–Leach–Bliley Act (GLBA aka Financial Services Modernization Act of 1999), Payment Card Industry Data Security Standard (PCI DSS), and applicable state laws.

3. Will the product, service, or solution involve hosting by an outside party (i.e. off-site storage or cloud-based hosting by one or more non-MCCCD parties) of MCCCD Confidential Information? yes no

4. Will any outside party have **access** to servers, systems, networks or have access to other manners of storing or displaying MCCCD Confidential Information (i.e. paper files and documentation, electronic spreadsheets etc.)? yes no

5. Describe the purpose/function of the contract. What business need is being met by this product or service?

6. Specify any data elements that will be shared with or accessed by any outside party for this contract (i.e. social security numbers, credit card numbers, student names or records, addresses, etc.):

Acknowledgement

By submitting this questionnaire, I certify that I have read and agree to its contents. I attest to the validity of the responses provided herein and I certify that all responses are (a) based on my personal knowledge and (b) the result of my due diligence to provide accurate and comprehensive information about the matter at hand.

Attachment C



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

**DATA CONFIDENTIALITY AND SECURITY
ADDENDUM**

THIS DATA CONFIDENTIALITY AND SECURITY ADDENDUM (“ADDENDUM”) AS BETWEEN MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT (“MCCCD”) AND [VENDOR/CONTRACTOR] (“CONTRACTOR”) (AS DEFINED IN THE AGREEMENT) AMENDS THE AGREEMENT BETWEEN THE PARTIES DATED [DATE] (THE “AGREEMENT”), UNDER WHICH THE CONTRACTOR IS PROVIDING [DESCRIPTION OF SERVICES/SOLUTION], AND BY DOING SO, ADD THE FOLLOWING TERMS AND CONDITIONS AS AN ADDENDUM. THE PARTIES AGREE THAT THIS ADDENDUM WILL BE ATTACHED TO, INCORPORATED BY REFERENCE, AND MADE A BINDING PART OF THE AGREEMENT. IN THE EVENT OF ANY CONFLICT AMONG THE TERMS OF THIS ADDENDUM AND THE AGREEMENT, THIS ADDENDUM SHALL TAKE PRECEDENCE AND THEREFORE CONTROL AND GOVERN THE PARTIES’ OBLIGATION WITH REGARD TO THE MATTERS HEREIN ADDRESSED.

CONTRACTOR WILL BE ACCESSING AND/OR PROCESSING CONFIDENTIAL INFORMATION. IF THIS BOX IS CHECKED, SECTION 1 OF THIS ADDENDUM APPLIES. IF THIS BOX IS NOT CHECKED, SECTION 1 OF THIS ADDENDUM DOES NOT APPLY.

CONTRACTOR WILL BE HOSTING CONFIDENTIAL INFORMATION. IF THIS BOX IS CHECKED, SECTIONS 2, 3, AND 4 OF THIS ADDENDUM APPLY. IF THIS BOX IS NOT CHECKED, SECTIONS 2, 3, AND 4 OF THIS ADDENDUM DO NOT APPLY.

1. Obligations to Protect Confidential Information

1.1 “Confidential Information” will include any and all MCCCDC information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation, or by contract. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding 1.2 MCCCDC employees and students, protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996 and its regulations), and other personal information relating to an identified or identifiable natural person. In addition, Confidential Information includes business and marketing plans, strategies, data, technology and technical information, access credentials, system information, institutional financial and performance records and other information that is proprietary to or developed by MCCCDC.

Confidential Information does not include (i) information the Contractor already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the Contractor in violation of this Addendum, and (iii) information that becomes known to the Contractor from a source other than the disclosing party on a non-confidential basis. If Contractor is required by law to transfer, disclose or permit access to or use of Confidential Information by a third party, Contractor will promptly notify

MCCCD in advance of such action and cooperate with MCCCD to limit the extent and scope of such transfer or disclosure.

1.2 If the Contractor potentially has access to MCCCD Confidential Information under the Agreement, Contractor agrees that Confidential Information provided to it, or to which it may have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Contractor agrees that Confidential Information will not be further disclosed to any third-party without the express written consent of MCCCD. Such use will not include examining Confidential Information for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use anonymized and aggregated statistics on service usage solely for internal business purposes to enhance or optimize the functionality of the service provided under the Agreement provided that such data cannot be attributed to any individual following anonymization and aggregation and no MCCCD Confidential Information is retained by Contractor.

1.3 Contractor will limit access to Confidential Information to its employees, contractors, and/or agents with a need to know the Confidential Information to carry out the activities under the Agreement and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose MCCCD Confidential Information on a need-to-know basis to its contractors, subcontractors, and vendors who are performing services, provided those contractors, subcontractors, and vendors have executed confidentiality agreements and have agreed in writing to materially the same or greater security obligations as Contractor provides with respect to MCCCD Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure or misuse of MCCCD Confidential Information by those employees, agents, contractors, and subcontractors. The access rights of any employees, contractors, and subcontractors will be removed immediately by Contractor upon termination or adjusted upon change in job function when such access is no longer necessary. Contractor will closely monitor physical and logical access to Confidential Information, including areas where it stores Confidential Information. Without limiting the foregoing, Contractor shall maintain and only allow access to Confidential Information in the United States. Contractor shall notify MCCCD in writing prior to allowing access to Confidential Information from outside the United States, or transferring systems containing Confidential Information outside the United States. By doing so, Contractor agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor. Certain types of Confidential Information, including information related to third party Title IV Financial Aid administration, may be restricted from access or hosting outside the United States.

1.4 If a Contractor employee, contractor, or subcontractor potentially will have access to MCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information¹, they may not perform any work involving such access until they have received MCCCD's privacy and security training or substantively equivalent privacy and security training, and/or accepted and agreed to adhere to MCCCD's

¹Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

privacy and security policies and procedures². If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCC'D's Chief Privacy Officer or General Counsel.

1.5 Contractor understands that it may have access to student educational records, under the Agreement. MCCC'D will designate Contractor and its employees and/or agents as school official for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor will safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of Services. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCC'D and Contractor to release the information according to the authorization. At all times during the Agreement, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any agents involved in the Services also comply.

1.6 Contractor may not use, disclose, sell, assign, loan, lease, dispose of, encumber or commercially exploit (or authorize any third party to do so) any Confidential Information for any purpose other than the strict performance of its duties and obligations under the Agreement. Contractor, including any division, subsidiary or affiliate of Contractor, will not be permitted to have access to, or use of Confidential Information except as required by law, other than as strictly required for its performance under the Agreement.

1.7 If the Contractor is responsible for handling any type of financial transaction for MCCC'D, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCC'D requests it in writing.

1.8 At all times during the term of the Agreement, Contractor will implement and maintain an information security program, which must include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures to maintain the security, privacy, availability, and confidentiality of Confidential Information in use, in motion and at rest. These safeguards include, but are not limited to, implementation of policies, procedures, and controls that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCC'D's information security and privacy policies and procedures as previously described herein. Contractor will provide (and will cause its agents to provide) to MCCC'D their respective security measures, safeguards, and procedures for review and verification by MCCC'D of compliance with the terms of this Addendum and will confirm to MCCC'D that sufficient measures have been taken by Contractor (and any agents) to prevent unauthorized access to and disclosure of Confidential Information. If at any time MCCC'D believes in good faith that continuing performance under the Agreement poses a security risk to MCCC'D or its data, network, or systems, MCCC'D may immediately suspend its performance of any action or terminate the Agreement for cause, in either case without penalty or claim of breach.

² See, e.g., MCCC'D Statement on Privacy at <https://district.maricopa.edu/regulations/admin-regs/section-4/4-22>; MCCC'D Written Information Security Program at <https://district.maricopa.edu/regulations/admin-regs/section-4/4-23>; and MCCC'D Information Security Incident Response Plan at <https://district.maricopa.edu/regulations/admin-regs/section-4/4-24>.

1.9 Contractor's information security program must include appropriate measures to protect the Confidential Information against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration, misuse or disclosure. At a minimum, these should include (i) the requirements required under applicable privacy and data security laws (including, as applicable, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm–Leach–Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS)), (ii) the requirements set forth herein, and (iii) be in accordance with industry best practices. Contractor will review its information security program at least annually, or if significant changes occur, to ensure its continuing compliance, suitability, adequacy and effectiveness.

2. Information Security Program.

2.1 At a minimum, Contractor's information security program shall implement and maintain the following safeguards:

2.1.1 Contractor will, at a minimum, (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) use and regularly update anti-virus software; (iv) restrict access to data on a "need to know" basis; (v) assign a unique ID to each person with computer access to data; (vi) not use vendor-supplied defaults for system passwords and other security parameters; (vii) track access to data and systems by unique ID; (viii) regularly test security systems and processes; (ix) maintain a policy that addresses information security for employees and contractors; (x) restrict physical access to Confidential Information; and (xi) implement other relevant industry best practices to ensure confidentiality, integrity, and availability of systems and data.

2.1.2 Monitoring of Systems. Contractor shall have adequate monitoring systems in place in order to prevent, detect, analyze and contain suspicious activity targeted at or associated with, directly or indirectly, Confidential Information and/or the systems, processes and technology associated with the storage, transmittal, or processing of Confidential Information. Contractor shall also follow a documented incident response policy that allows it to react and recover from any suspicious activity as well as meet the requirements of Section 3.3 of this Addendum.

2.1.3 Storage and Delivery of Confidential Information. Records containing Confidential Information in electronic format must be stored in a secure computer network satisfying the requirements of this Addendum, the adequacy of which Contractor will monitor to protect Confidential Information against emerging security threats, and which Contractor will enhance as necessary to address such threats. Confidential Information cannot be stored electronically outside of Contractor's network environment unless the storage device (e.g., backup tape, laptop, memory stick, computer disk, etc.) is protected by Strong Cryptography technology that is free from publicly available vulnerabilities (i.e., compliant with NIST requirements and recommendations). For purposes of this Addendum, the term "Strong Cryptography" shall mean a cryptographic implementation and associated key management procedures compliant with, at minimum, NIST and PCI DSS requirements as applicable based upon the data type, sensitivity level, and communication mechanism of the data being encrypted, and is free from known and publicly available vulnerabilities. If Confidential Information is shipped, Contractor shall ship Confidential Information via secured courier or a delivery mechanism that allows for tamper prevention and detection as well as accurate tracking of delivery status.

2.2 Security Testing. Contractor agrees to have an independent third-party security audit performed at least annually on all systems that directly and indirectly connect to Confidential Information. Contractor also agrees to conduct regular penetration testing and vulnerability scanning on all systems that directly and indirectly connect to Confidential Information. If any critical finding is identified, Contractor shall remediate the critical finding within thirty (30) days. Any critical finding not remediated within thirty (30) days must be immediately escalated to MCCCCD. All other finding must be remediated within ninety (90) days. At MCCCCD's request, Contractor shall promptly provide written attestation that Security Tests have been conducted by a third party in the prior twelve months as well as a detailed list of open vulnerabilities and remediation plan(s) for all systems directly or indirectly connected to Confidential Information. Contractor shall designate one of its resources as a security liaison for MCCCCD, who is available to discuss Security Tests, security findings, and other security concerns relevant to Contractor's Systems and Confidential Information at regular intervals.

2.3 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees, contractors, or agents who will be providing services to MCCCCD. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.

2.4 For purposes of the Agreement and Addendum, "Security Incident" means an event or (chain of events) that compromises (or is likely to compromise) the confidentiality, integrity, security, or availability of Confidential Information, or the hosted system, or violates (or potentially violates) Contractor's IT security policies or the standards or requirements of this Addendum. Access to MCCCCD Confidential Information by Contractor's employees, contractors, subcontractors, agents, and/or vendors beyond the performance of services related to this Agreement or by an employee not associated with the relevant project shall be deemed a Security Incident.

3. **Incident Response and Management.**

3.1 Contractor shall maintain, update and document an Incident Management Process ("IMP Documentation"), and shall manage, document, review, investigate and resolve all Security Incidents in accordance with the Incident Management Process. Contractor will provide copies of IMP Documentation to MCCCCD upon request and shall certify that the IMP Documentation has been reviewed annually and incident response tests have occurred.

3.2 Disciplinary Actions. Contractor shall have policies and processes in place to promptly identify violations of security controls including those set forth herein, by Contractor employees, contractors, subcontractors, agents, and/or vendors. Any personnel or parties so identified shall be subject to appropriate disciplinary action.

3.3 Security Incident Notification. Contractor shall report to MCCCCD's Chief Privacy Officer or designated representative all known or suspected Security Incidents involving MCCCCD's Confidential Information immediately upon becoming aware of such Security Incident. Any such report shall provide the following information: (i) date, time, nature and impact of the Security Incident; (ii) actions taken in immediate response to the incident by Contractor; (iii) Contractor's assessment of risk; (iv) a root cause analysis explaining why the incident occurred; (v) future remediation plan, including but not limited to corrective measures to be taken, evaluation of alternatives, next steps; and (vi) all other information regarding the Security Incident that MCCCCD may request. Contractor is required to cooperate with MCCCCD during any investigation of a Security Incident, including but not limited to any analysis as to whether such Security Incident resulted in a "data breach" or "security breach" under applicable state, international, or federal data breach law, and shall continue providing appropriate status report to

MCCCD regarding the resolution of the Security Incident and prevention of future such Security Incidents until the Parties agree that the Security Incident has been resolved. Further, under certain circumstances MCCCD may direct Contractor to engage, at Contractor's sole expense, technical experts approved by MCCCD to investigate and analyze the impact of the Security Incident and to provide the report of results and conclusions of such investigation to MCCCD. MCCCD may require that Contractor's accessing, processing, and/or storing of Confidential Information be suspended, connectivity with Contractor be terminated, or other appropriate action be taken pending resolution.

3.4 Reimbursement for Security Incident. Contractor shall promptly pay for or reimburse MCCCD for all costs incurred by MCCCD in connection with any Security Incident including, without limitation, the cost of providing required notifications, identity monitoring and restoration services, crisis communication costs, legal costs, technical expert costs and the amount of any monetary fines, assessments, damages, and/or penalties imposed on MCCCD by any court or governmental authority resulting therefrom, or imposed pursuant to any applicable contract or as part of a settlement of potential claim. Contractor will defend, indemnify, and hold MCCCD, its agents, officers, officials, employees, and volunteers harmless from and against all third-party claims, damages, losses, and expenses (including, but not limited, to attorney fees and court costs) of any kind relating to a Security Incident caused by the acts or omissions of the Contractor, its employees, or any tier of Contractor's agent(s) in the performance of services related to this Addendum. Further, Contractor shall not provide notice of any actual or reasonably suspected unauthorized access to, or disclosure of, Confidential Information to any third party (including, without limitation, any individual that is the subject of the applicable Confidential Information) unless Contractor receives MCCCD's written consent and direction to do so.

3.5 Contractor agrees to mitigate any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Addendum by Contractor or its subcontractor. Contractor's obligations with respect to both the Security Incident and Reimbursement costs under sections 3.3 and 3.4 shall at all times be covered by the insurance policies described in Section 4 below.

3.6 Prior to the engagement, Contractor agrees to provide evidence of satisfactory assessment by a third-party auditor of Contractor's information security environment and controls, and to provide updated assessments on an annual basis during the term of the Agreement. If no such assessment is available, Contractor agrees to complete the Higher Education Cloud Vendor Assessment Tool (HECVAT) security assessment upon MCCCD's request. Contractor represents and warrants that all responses within its submission are accurate and truthfully represents the security practices of Contractor. If applicable, during the term of the Agreement, Contractor will be required to promptly update and resubmit the HECVAT if it makes any revisions to its practices and policies that materially change its responses to that attachment.

3.7 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Agreement hosts or maintains MCCCD Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of MCCCD's Confidential Information meets applicable legal and industry security standards, including appropriate Standard Contractual Clauses ("SCCs") or other measures as required under applicable data privacy laws. MCCCD may audit Contractor's relevant control environment and security practices relevant to this Addendum if: (a) Contractor fails to provide sufficient evidence of compliance with this Addendum; (b) a Security Incident has occurred; (c) an audit is formally requested by a government regulator applicable to MCCCD, its business, or the services related to this Addendum; or (d) applicable law provides MCCCD with a direct audit right.

4. Insurance.

4.1 Contractor shall obtain and maintain, **Cyber Liability/ Network Security and Privacy Liability** coverage in an amount not less than \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$5,000,000 and payable whether incurred by MCCCCD or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for MCCCCD or on behalf of MCCCCD hereunder. The policy shall include coverage for third party claims including indemnification obligations set forth in sections 3.3 and 3.4 above.

4.2 Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement. Policy shall be issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A:VIII or better. MCCCCD shall be given at least 30 days' notice of the expiration, cancellation, suspension, or material change in Contractors aforementioned insurance.

4.3 Contractor shall provide MCCCCD a Certificate of Insurance upon request, showing MCCCCD as the certificate holder. Policy shall be endorsed to name MCCCCD and its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

The Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the contractor.

4.4 Any limitations set forth above or elsewhere in the Agreement shall not apply to (i) MCCCCD's or Contractor's indemnification obligation, (ii) damages for a breach of confidential obligations that results in an actual unauthorized use or unauthorized disclosure of Confidential Information, (iii) damages related to MCCCCD's or Contractor's unauthorized use, disclosure, or distribution of the other party's intellectual property.

5. Contractor’s Confidential Proprietary Information and Trade Secrets.

5.1 If any of the records, reports, documents or other information required of Contractor under this Addendum are deemed by Contractor to be confidential, proprietary or trade secrets, Contractor may designate them as such by conspicuous marking on the document or other detailed notification to MCCCDC as to which specific reports, documents or other information the designation applies. MCCCDC agrees to take reasonable measures to limit access to such records, reports, documents and information to only those MCCCDC personnel who require access to review and inspect, and where appropriate shall exempt them from disclosure as provided under the Arizona Procurement Code, A.R.S. §41-2534(D). Contractor may also satisfy all requests for records, reports, documents and other information required under this Addendum by providing restricted, electronic- or digital-only access to only those MCCCDC personnel who require access to review and inspect for the purposes of insuring compliance with this addendum.

MCCCDC
MARICOPA COUNTY COMMUNITY COLLEGE
DISTRICT

CONTRACTOR
Name of Contractor

Signature:

Name
Title

Date:

Signature:

Name
Title

Date:

Address:

Email:
